

REQUEST FOR PROPOSALS

RFP # FDE-2017-01

Issue Date: Friday, September 16, 2016

Title: Funeral Directors and Embalmers Jurisprudence Examination Services
Virginia Board of Funeral Directors and Embalmers

Commodity Code: 92420 – Examination and Testing

Issuing Agency: Commonwealth of Virginia
Department of Health Professions
9960 Mayland Drive, Suite 300
Henrico, VA 23233

Using Agency: Department of Health Professions
Virginia Board of Funeral Directors and Embalmers

Contract Period: January 1, 2017 through December 31, 2020 (3 years) with 2 one-year renewals

Sealed proposals will be received until 3:00 p.m. on Friday, October 21, 2016, for furnishing the services described herein. No proposal will be accepted after this date and time unless the time and/or date is modified by addendum.

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

| | |
|--------------------------------|---------------------|
| _____ | Date: _____ |
| _____ | By: _____ |
| _____ | Signature in Ink |
| _____ | Title: _____ |
| Eva Registration Number _____ | Phone: () _____ |
| DMBE Registration Number _____ | Fax: () _____ |

***PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on Friday, September 30, 2016 at 10:00 a.m. at the Department of Health Professions. (**Section V, Pre-Proposal Conference, page 8**).

I. PURPOSE

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to establish a contract through competitive negotiation for the purchase of services relating to the development, administration, grading, reporting and maintenance (updating and keeping the exams current) of a computer based jurisprudence examination for those applicants seeking licensure with the Board of Funeral Directors & Embalmers (FDE), a board within the Department of Health Professions (hereinafter referred to as “Department”), an agency of the Commonwealth of Virginia. Additional specialty exams or programs requiring exam services may be added during the contract period. The Contractor must offer to provide all of the requested examination services. This RFP is issued by the Department of Health Professions, an Agency of the Commonwealth of Virginia, hereinafter referred to as the Department, acting on behalf of the Virginia Board of Funeral Directors and Embalmers, hereinafter referred to as the Board.

II. BACKGROUND

The Virginia Department of Health Professions is a state agency that licenses and regulates health care professionals in Virginia. The Department is comprised of 14 boards that regulate over 80 health professions. The mission of the Department is to ensure safe and competent patient care by licensing health professionals, enforcing standards of practice, and providing information to health care practitioners and the public. Information on these programs may be obtained by accessing the Department’s Web site, <http://www.dhp.virginia.gov/>

The Board is responsible for the licensing of Funeral Directors and Embalmers. Applicants for licensure must satisfy specified education and experience requirements and must demonstrate they possess the requisite minimum competency for entry into the exam. Annually approximately 100 candidates take the Funeral Directors and Embalmers Exam. These numbers are provided for informational purposes only.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal. Information on becoming certified as a small business in the Commonwealth of Virginia can be obtained from the Virginia Department of Minority Business Enterprises. Their web site is: www.dmb.virginia.gov.

III. ADMINISTRATION

- A. Overview.** This RFP was developed to provide potential Offerors with the information required to prepare proposals. This section outlines the administrative procedures and guidelines for preparing a proposal. Nothing in this RFP constitutes an offer or an invitation to contract.
- B. Virginia Public Procurement Act (VPPA).** This RFP is governed by the VPPA, §2.2-4300 et seq. of the *Code of Virginia*, and other applicable laws.
- C. Liability.** The issuance of this document and the receipt of information in response to this document will not cause the Department to incur any liability or obligation, financial or otherwise, to any Offeror. The Department assumes no obligation to reimburse or in any way compensate an Offeror for expenses incurred in connection with its proposal.
- D. Nondisclosure.** All proposal information will be treated as confidential prior to contract award and will not be disclosed except as required by law or by court order. Proposals will be available for public inspection after contract award in accordance with all applicable laws.
- E. Proprietary Information.** The Department reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the fitness of the solution(s) proposed. Ownership of all data, materials, and documentation originated and prepared for the Department pursuant to this RFP shall rest exclusively with the Department and shall be subject to public inspection in accordance with §2.2-4342 of the *Virginia Public Procurement Act* and the *Virginia Freedom of Information Act*.

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction or prequalification application submitted pursuant to Subsection B of §2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§2.2-3700 et seq.) if the Offeror:

1. Invokes the protections of §2.2-4342 of the Code of Virginia in writing prior to or upon submission of the data or other materials;
2. Identifies specifically the data or other materials to be protected; and
3. States the reasons why protection is necessary.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AND PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

The Offeror must provide as a separate appendix to its proposal a list of all pages in the proposal that contain proprietary information and the reason it deems such information proprietary. Only pages referenced in that list will be treated as proprietary. The classification of an entire proposal as proprietary or trade secret is not acceptable and may be deemed non-responsive. The Offeror may be asked to provide a fully redacted copy of its proposal on CD and hardcopy to be utilized in those circumstances where public proposal review is needed.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

General Instructions.

- A. Proposal Protocol.** In order to be considered for selection, an Offeror is to submit a complete response to this RFP no later than 3:00 p.m. on Friday, October 21, 2016,

Original hardcopy proposals shall be bound with tabs delineating each section. Offeror shall submit its proposal as follows:

1. Two (2) complete originals bound or contained in a single volume where practical;
2. Six (6) complete copies bound or contained in a single volume where practical;
3. One (1) CD containing a complete copy of the proposal and attachments; and
4. One (1) CD containing a fully redacted copy of the proposal, if that copy differs from the full version of the proposal.

Proposals should be submitted to the following location:

Department of Health Professions
ATTN: Cindy Stokes
9960 Mayland Drive, Suite 300
Henrico, Virginia 23233

All proposal materials are to be provided in either Microsoft Word or Excel.

A proposal submitted for consideration should be clearly marked on the outside cover of all envelopes, CDs, boxes, or packages with the following:

Name of Offeror
Street Address
City, State, Zip
Proposal Due at 3:00 p.m. on Friday, October 21, 2016
RFP NUMBER
Funeral Directors and Embalmers Examination Services

The proposal is to be signed by an authorized representative of the Offeror.

If a proposal is submitted to the Department and is not clearly marked as described above, the offeror takes the risk that the envelope may inadvertently be opened and compromised which may cause the proposal to be disqualified. Proposals should be delivered to the 3rd floor reception center of the office issuing the solicitation. No other proposals or correspondence should be contained in the package.

Proposals should be prepared and organized as indicated in Section IV below, Specific Instructions, providing a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- B. Single Point of Contact.** Offerors shall submit all inquiries concerning this RFP in writing by email, with subject line: Questions on **RFP NUMBER FDE-2017-01** to:

SPOC: Cindy Stokes Email: cindy.stokes@dhp.virginia.gov

The Department cannot guarantee a response to questions received less than five (5) working days prior to the proposal due date. Written answers to all questions received in accordance with the RFP will be answered and published in eVA (Virginia's electronic procurement portal).

The Commonwealth of Virginia's procurement portal, <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Offerors are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

To ensure timely and adequate consideration of proposals, **Offerors are to limit all contact**, whether oral or written, pertaining to this RFP to the designated SPOC for the duration of this proposal process.

- C. Qualifications of Offerors.** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- D. Testing and Inspection.** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- E. Interaction with the Department.** The Department reserves the right to review, approve, and disapprove all examination forms, procedures, examination applications, and methods of determining eligibility. The Department reserves the right to observe the administration of the exams at their discretion and without notice to the vendor.

Within the first 30 days of the contract award the contractor will meet with the Department to review all processes and procedures affecting the program(s) for which services are to be provided.

Within the 30 days following the initial meeting between the Department and the contractor, the contractor shall provide to the Department a schedule of deliverables including due dates for each deliverable and the amount of time needed for each item listed. The schedule of deliverables shall be approved by the Department prior to its implementation.

At the request of the Department and the Board the contractor shall meet a minimum of four (4) times during the three year term of the contract, plus once per year for each year the contract is renewed. Either party may request additional meetings, in the event of unusual or unanticipated circumstances the cost will be borne by the requestor.

- F. Candidate Information.** Applicant and candidate information shall be considered confidential and shall not be collected or released except in accordance with the Privacy Protection Act, Code of Virginia §2.1-377 et seq. and the Freedom of Information Act, Code of Virginia §2.1-340 et seq.
- G. Offeror Acceptance Period.** Any offer in response to this solicitation shall be valid for 180 days. At the end of the 180 days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- H. Contract Period.** The term of the contract shall be from the January 1, 2017 through December 31, 2020 (a period of 3 years) with two one-year options to renew.
- I. References and Résumé.** Offerors shall provide a list of at least 3 references other than DHP, if DHP is used as a reference, where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number, and Email address. List every contract for this type of service within the past three (3) years. Include the date service was furnished and the name, address and phone number of the person the Department of Health Professions may contact.
- J. Innovation in the RFP.** The Department and Board are seeking solutions that fulfill the specific technological and functional needs outlined in this document. However, Offerors are encouraged to provide explanations of capabilities that exceed the requirements stipulated within this RFP.
- K. Proposal Preparation.** Failure to submit all information may cause the Department to require prompt submission of missing information, reduce the evaluation of the proposal, or to reject the proposal as non-responsive. Proposals which are substantially incomplete or lack key information may be rejected by the Department at its discretion.

Each copy of the proposal should be bound in a single volume where practical, and all documentation submitted with the proposal should be bound in that same volume.

Offerors are encouraged to submit a video or pictorial tour of their facility to enable evaluation of security measures and record keeping storage, etc.

Responses shall be organized according to the sections outlined in the "Specific Instructions" subsection below (referenced by Tabs 1 through 11). The Offerors proposal shall include a Table of Contents that cross-references said sections. All pages of the proposal shall be numbered.

Responses may be prepared using text from this electronic PDF RFP document; however, Offeror shall make no change, modification, or alternation to the RFP text or format. For clarity, it is preferred that the responses immediately follow the RFP item, using a font color other than black. If a response covers more than one page, the paragraph number and subparagraph letter should be repeated at the top of the next page.

- L. Oral Presentation.** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department or to the Board. This will provide an opportunity for the offeror to clarify or elaborate on the proposal but shall in no

way change the original proposal. The Department shall schedule the time and location of any such presentations.

Oral presentations are an option of the Department and may not be conducted; therefore, proposals should be complete in all respects. Said presentation and demonstration are a fact finding and explanation session only and do not include negotiations.

Specific Instructions.

Offerors are required to submit the following items as a complete proposal. Proposals should be as thorough and detailed as possible so that the Department and the Board may properly evaluate the Offerors capabilities to provide the required services. Information shall be placed and sequentially ordered behind the designated tabs. If information is requested behind one tab that has been addressed in another area, Offerors may refer to the location of the information rather than repeating the information.

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| Tab 1 | RFP and Addenda. <ol style="list-style-type: none">1. The signed RFP in its entirety;2. Any issued Addenda acknowledgements; and3. Additional attachments. |
| Tab 2 | Organization. Provide detail of organizational structure, length of time in business providing this type of service, primary and secondary business activities, including any relationships to parent or subsidiary organizations. Offerors should disclose any relationships which could produce a conflict of interest. |
| Tab 3 | Personnel and Contacts. <ol style="list-style-type: none">1. Provide the names, qualifications, expertise of personnel assigned to provide the proposed services, and the percentage of time designated to the project.2. Include résumé of management staff to be assigned to the project.3. Include contact information for the above including name, title, organization, address, telephone number, fax number, and email address.4. Contact person(s) who are responsible for coordinating the Offeror's response to this RFP.5. Persons who are authorized to act on behalf of the Offeror and bind the Offeror to all commitments made in the proposal and subsequent negotiations. |
| Tab 4 | References and Résumé (cross reference Section IV, Item I). Place the references, résumé, and requested contact information here. |
| Tab 5 | Pricing Schedule (cross reference Section XI). Identify the costs to develop or update the requested examinations. Costs must be identified on a per applicant basis and must be broken down as follows: <ol style="list-style-type: none">1. Identify the cost of a job analysis ;2. Identify the costs to determine a cut score;3. Identify the costs to perform exam application processing;4. Identify the specific costs to administer the requested exams; and5. Identify the cost of grading and reporting. |
| Tab 6 | Written Narrative and Response to Statement of Needs (cross reference Section VIII). Provide a brief overview clarifying your firm's understanding of the goals and objectives of this RFP and why you feel your firm and your proposal would be the "best fit" for DHP. Also provide narrative for: <ol style="list-style-type: none">1. Experience in providing examination services, including any specific |

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| | <p>experience in the licensing examination services in the occupations/professions identified in this RFP.</p> <p>2. Procedures for providing the services required in Section VIII, Statement of Needs.</p> |
| Tab 7 | <p>Examinations (cross reference Section VIII).</p> <p>Provide the following:</p> <ol style="list-style-type: none"> 1. Sample written examination items, including answer keys. 2. Sample test content specifications for proposed examinations and a discussion of corresponding knowledge, skills, and abilities to be tested. 3. Procedures and methodology for recommending cut scores and for determining when a cut score study will be conducted. 4. Procedures and methodology for conducting a job analysis. |
| Tab 8 | <p>Forms.</p> <p>Provide copies of standardized applications, letters, forms, and other information, specifically including information concerning refunds and rescheduling of examinations to be provided to examination candidates. Provide examples of standardized reports, statistical reports, contract deliverables, and information to be provided to the Department. Contract deliverables should be based on Section VIII, Statement of Needs.</p> |
| Tab 9 | <p>Transition Plan (cross reference Section X, Item D). A detailed transition plan from contract award to first examination administration.</p> |
| Tab 10 | <p>Additional Information. Place any additional information that you wish to present that is pertinent to the RFP but that does not fall within any of the requirements of the RFP. This includes the response to the “Innovation in the RFP” (cross reference Section IV, Item J).</p> |
| Tab 11 | <p>Proprietary Information (cross reference Section III. Item E). Place all proprietary information behind this tab. Failure to comply will result in the data or other materials being released to suppliers or the public as provided for in the <i>Virginia Freedom of Information Act</i>.</p> |

V. PRE-PROPOSAL CONFERENCE

There will be an optional pre-proposal conference held at 10:00 a.m. ET on Friday, September 30, 2016 at 10:00 a.m. All interested Offerors are encouraged to attend as there will be no opportunity for a private or individual tour or presentation. Offerors are encouraged to submit pre-proposal questions in writing no later than 5:00 p.m. ET the day prior to the conference.

To participate in the pre-proposal conference, an Offeror must register by sending an email to cindy.stokes@dhp.virginia.gov stating the name of the Offeror and the Offeror's participating representative(s). The conference will be held at the Department of Health Professions, 9960 Mayland Drive, Henrico, Virginia 23233, 2nd Floor Conference Center, Training Room #1. It is strongly recommended that the Offeror register no later than 4:00 p.m. Eastern Time on the day prior to the conference.

All representatives should bring a copy of this RFP with them. Any changes resulting from this conference will be issued in a written addendum to the solicitation and posted in eVA.

VI. EVALUATION AND AWARD CRITERIA

- A. Evaluation Criteria.** Proposals will be evaluated by the Department and the Board using the following criteria:

| Percentage | Criteria |
|------------|--|
| 20% | The Offeror is certified by the Virginia Department of Minority Business Enterprises (DMBE) as a small business. |
| 12% | Cost to the Department or applicant for the proposed services. |
| 15% | The adequacy and quality of the customer service described for providing the services offered in the proposal. |
| 10% | The Offerors experience in providing examination services and administering examinations or in providing similar services. |
| 10% | The qualifications, expertise and experience of the personnel providing the requested services. |
| 10% | The content and quality of proposed examinations and other materials. |
| 10% | References. |
| 10% | The efficient use of technology (i.e. web site, Online scheduling, downloads, provision of scores electronically, etc.). |
| 3% | The Transition Plan. |
| 100% | Total percentage points. |

- B. Award Criteria.** Those Offerors whose proposal received a qualifying score from the Department will be asked to continue in a negotiation process. The Department may negotiate any response proposed by the Offeror, including price. However, no Offeror is guaranteed an opportunity to supplement or improve its initial proposal. Each Offeror is encouraged to ensure that its initial proposal contains and represents its best offering. After negotiations have been conducted, the Department shall select the proposal(s) that (is/are) the best overall match to its comprehensive requirements for this project.

The acceptance of a proposal is contingent upon the execution of a written agreement and the Department shall not be contractually bound to any Offeror prior to the execution of a definitive written contract.

Prior to making an award, the Department shall make a determination as to Offeror's status with respect to its tax payment obligations, the list of contractors debarred by the Commonwealth of Virginia, and the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs. Specifically:

1. Pursuant to §2.2-4321.1 of the Code of Virginia, and except as provided therein, the Department is prohibited from awarding a contract to any Offeror who owes back taxes to the Commonwealth.
2. No award shall be made pursuant to this solicitation to any Offeror who, as of the date of award, appears on the list of contractors debarred by the Commonwealth of Virginia.
3. No award shall be made pursuant to this solicitation to any Offeror who, as of the date of award, appears on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs. Any Offeror awarded a contract pursuant to this solicitation who becomes a party excluded from Federal Procurement and Non-procurement Programs is hereby notified that its status as such a party shall be grounds for termination of its contract.

VII. NOTICE OF AWARD

AWARD. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Upon the award of a contract as a result of this RFP, the Department will promptly post a Notice of Intent to Award at <http://www.eva.virginia.gov>. The Notice will be publicly posted for a period of ten (10) working days; no decision will be provided orally. During these ten (10) days, any final contract, including pricing, awarded as a result of this RFP shall be made available for public inspection. Upon expiration of the ten-day period the Notice of Award document will be issued and posted at <http://www.eva.virginia.gov>. The award document will be a contract(s) incorporating all the requirements identified in this solicitation, and the terms and conditions of the Department contract(s), as may be amended during negotiations. In addition, parts of Offeror's proposal as negotiated may be included in an award.

By the date of award, the selected Offeror is required to be registered and able to accept orders through eVA. Offeror must have completed and submitted a CGI-AMS Inc. Buysense Terms of Service Agreement and a Supplier Trading Partner Agreement (TPA) through the Commonwealth of Virginia's e-procurement website (eVA) located at <http://www.eva.virginia.gov>. If an Offeror is not registered with eVA, the following website, <http://evaregishelp.dgs.state.va.us/> is available for registration assistance.

eVA Business-To-Government Vendor Registration. The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government

purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

VIII. STATEMENT OF NEEDS

The Department and the Board are seeking a qualified contractor to provide Funeral Director and Embalmer Examination (FDE) services for a period of three years, as specified in this RFP, with the ability to renew annually for an additional two years. The exam shall be developed in accordance with and meet the recognized acceptable test measurement standards of the Joint Technical Standards for Education and Psychological Testing (American Psychological Association, current edition). The contractor shall furnish all labor, materials, and resources necessary to provide the requested examination services. Personnel requirements include: customer service representatives, complaint handlers, examiners, proctors, test developers, Board approved item writers, Board approved cut score subject matter experts, and Board approved program manager.

The contractor shall be prepared to administer the Board approved examinations on January 1, 2017.

The requested services include all aspects of and procedures for examination development, registration/scheduling, exam administration, scoring, score and statistical reporting, security, and complaint handling for the Funeral Director and Embalmer Examination (FDE) examinations in accordance with Title §54.1-100 *et seq.*, §54.1-2400 *et seq.*, and § 54.1-2800 *et seq.*, of the Code of Virginia, and the Virginia Board of Funeral Directors and Embalmers 18VAC 65-20-20 *et seq.*, The Board requires computerized testing for all FDE exams to be administered Monday through Friday with some evening and weekend hours covering all major geographical regions in Virginia (including but not limited to Fairfax, Alexandria, Arlington, Richmond, Roanoke, Salem, Abingdon, Bristol, Norfolk, Hampton, Newport News, Virginia Beach). All such sites must be Board approved. The contractor must have the ability to administer paper and pencil examinations as identified in this RFP.

- A. Develop Examinations.** The contractor shall develop and/or provide valid computer based examinations, as determined by the Board, which shall test minimum competency necessary for licensure as a Funeral Director and Embalmer. The contractor shall provide three forms with one additional form each year. All exams will

be certified by the Contractor to be valid and reliable and developed in accordance with and meet the recognized acceptable test measurement standards of the Joint Technical Standards for Education and Psychological Testing (American Psychological Association, current edition).

The examinations shall be developed to test knowledge, skills, ability and understanding in federal or state laws and regulations governing the profession of funeral service. Items will be in a four choice, multiple choice format. The Board item banks for the FDE items will be provided to the selected contractor within 30 days of contract award. (See attachment B, Candidate Information Bulletin).

For current regulations visit: <http://www.dhp.virginia.gov/funeral/>

1. **Examination Workshops.** An examination review/development workshop will be conducted prior to the utilization of examinations developed for this contract. Additional workshops will be conducted prior to the utilization of new forms of the examination or every twelve (12) months whichever comes first. The Board may approve that workshops can be held less frequently than every twelve months. All workshops are to be held at the Board Office or nearby proximity as designated by the Board. The Board will pay travel and per diem expenses, in accordance with the Commonwealth's travel guidelines, for its staff and board members. The contractor shall be responsible for all costs associated with the workshops to include securing subject matter experts and paying all transportation, meals, and lodging expenses for all participants, securing the facility and providing all necessary equipment and materials. The contractor shall submit to the Board for approval a list of subject matter experts which shall include educators. The contractor may request the approval of additional subject matter experts. Updates to the examination based on results of the workshops will be completed within ninety (90) days.
2. **Examination Emphasis and Validity.** The Department shall provide a copy of current statutes, regulations, and associated documents to the contractor within thirty days of contract award. The contractor shall be responsible for securing and maintaining all other references. During the term of the contract, the Department shall provide the contractor with a copy of any statutes or regulations which are revised. The contractor shall be responsible for reviewing all such statutes and regulations and shall revise examinations in accordance with applicable statutes and regulations and include in the testing:

All examination content which is no longer current will be removed from the examination immediately upon notification by the Department or Board and revised within 3 business days.

Examinations shall be constructed in such a manner as to assure that the various subject areas covered are afforded appropriate relative emphasis, based on the relative importance of the subject area (skill/task/etc.) to practitioners in Virginia (using the task analysis, test design, and other appropriate information). In order to confirm the job relatedness of the examinations developed by the contractor, prior to the administration of the first examination by the contractor, the contractor will conduct a job-analysis in Virginia. The

Board may also provide the contractor with a list of topics to be covered in the examinations and input regarding the relative importance of each topic.

The contractor shall utilize a test management and review process which assures that each question on the examination is relevant to the practice of Funeral Directors and Embalmers and is appropriate for an examination which tests minimum competence in each classification, clearly stated, and not biased.

The contractor will employ appropriate methods to statistically analyze the performance of each question and the examinations as a whole, in order to provide reasonable assurance of the validity of each question, as well as the validity of the entire examination. The results of this analysis will be provided to the Board upon request, and at all development, cut-score, item writing, and review workshops.

The Board reserves the right to review and approve all examination questions and content before use. Any deficiencies discovered by the Board shall be reported to the contractor, and the contractor shall take appropriate action to immediately correct any such deficiencies within three (3) business days.

3. **Examination Updating and Test Form Usage.** The contractor shall employ a continuing test development process which shall assure that examinations are continuously updated and revised for the duration of the contract period. The contractor will ensure that all forms of the examinations will have appropriate and comparable item content based on the examination specifications and be equal in difficulty; however, candidates seated next to each other will not have the same examination form. The contractor will further ensure that a candidate retaking an examination will always have a different form of the examination. Any overlap in items on an examination form will not exceed 40%.

The Contractor shall develop/construct/provide new test forms on a rotating basis. No one test form shall be used for two consecutive administrations, nor more than three times per year over the first three years without a minimum of a 40% question revision or replacement. Computer based examinations may be scrambled for additional exam security.

The contractor shall maintain all test forms used during the duration of the contract. Any items removed from the item bank shall be archived in a retrievable manner.

4. **Establishment of Cut-Scores.** The contractor shall develop, utilizing valid currently accepted procedures and methodology, a recommendation for a cut-score. Cut score studies will be conducted should content areas change, statistics indicate evaluation of the cut-score is necessary, and when new forms are developed. The contractor shall be responsible for all costs associated with cut-score studies to include securing subject matter experts and paying all transportation, meals, and lodging expenses for all participants, securing the facility and providing all necessary equipment. The contractor shall submit to the Board for approval a list of subject matter experts. The contractor may request the approval of additional subject matter experts. The Board shall have

the sole right and authority to establish passing requirements, i.e. cut-scores, for all examinations.

5. **Legal Defense.** The contractor shall be responsible for the legal defense of all challenges relating to development, content, and validity of the examinations and shall pay all judgments resulting from all challenges. Neither the Department nor the Board shall be responsible for the validity of any examination or test question.

The Contractor is responsible for validating and legally defending any test item used from the item bank if such items are selected for use by the Contractor.

6. **Use and Ownership Examinations.** The contractor shall not sell or provide examinations or test questions developed under the terms of this RFP or any resulting contract to any person or entity without the written consent of the Board or its authorized agent.

All items developed under this contract are property of the Department and the Board.

7. **Item Banks.** The contractor shall provide the item bank to the Department within three (3) days upon the request of the Department at no expense to the Commonwealth. Ownership of all items developed under this contract for the Board/Department becomes the property of the Department. Examinations developed under this contract shall become property of the Department (Section X Special Terms and Conditions, I Ownership of Examinations).

The contractor shall submit, in a secure manner, the item bank for items prepared for the Virginia FDE exams to include, but need not be limited to, questions, answer keys, distractors, specific references and performance data to the Department annually with all updates and statistical attachments in a Word document on a CD(s).

- B. Arrange for Administration of Examinations.** The contractor shall provide personnel, materials, locations, and other resources as required to provide examination administration services for FDE examinations as defined in the following paragraphs:

1. The contractor's examination administration duties shall include arranging appropriate and professional examination sites; obtaining and distributing all examination materials to the sites and recovering all examination materials from the sites; providing qualified Chief Examiners, qualified examiners and proctors; maintaining security prior to, during and after the examinations; and auditing examination materials both before and after each examination, in accordance with Board policy.

- a. **Locations/Facilities.** The contractor shall arrange for and provide adequate and professional testing facilities which are acceptable to the Board and which have appropriate equipment, good lighting, and ventilation, sufficient space that is free from distractions and accessibility to restrooms. The facilities utilized shall provide adequate access for disabled individuals. The Department and/or the Board reserve the right to approve or disapprove all examinations sites.

The contractor shall offer administration of these examinations at least five days per week beginning on January 1, 2017. Exams will be administered in the areas of Central Virginia (an exam site must be located in Richmond, but is not limited to Richmond in Central Virginia), Northern Virginia (Fairfax, Alexandria, Arlington), Southwestern Virginia (Abingdon, Bristol), the Hampton Roads area (Norfolk, Virginia Beach, Hampton or Newport News), subject to Board approval. The contractor shall add sites or increase administrations upon request by the Department. The contractor shall provide appropriate scheduling and procedural information to the Department, the Board, examination candidates and the public.

- b. **Test Center Personnel and Examiners.** The contractor shall provide personnel to administer and proctor all examinations. Testing personnel must be over twenty-one years of age, able to clearly and articulately speak the English language and be trained with respect to test administration practices and procedures. A manual of test administration procedures shall be provided to all test center personnel and to the Board by the contractor.

Test center personnel must not be involved in any way with FDE education or examination preparation and must not be capable of determining or influencing any candidate's success in passing the examination.

The contractor shall provide, as a minimum, the following personnel for each test center:

1. One examination proctor for every 6 candidates taking computerized examinations, who shall be charged with responsibility for the security of the examination. The proctor shall observe candidates during the examination and note any irregularities. The proctor shall report any irregularities to the Test Center Supervisor.
 2. One Test Center Supervisor/Chief Examiner who shall be responsible for the management and administration of the examination at the testing facility.
 3. The contractor shall train all Chief Examiners/Test Center Supervisors, and examination proctors. This training shall include: (1) administration of all examinations, (2) security of examinations and materials. This training shall be at the commencement of the contract and once per year for the duration of the contract.
- c. **Materials.** The contractor shall provide all materials, forms, publications, equipment, supplies and resources required to satisfactorily perform all examination services. The contractor shall maintain sufficient quantities of all forms, materials and supplies needed by the candidates in order to complete the examination. All

expenses for materials, personnel and supplies are the responsibility of the contractor.

- d. **Special Administrations.** The contractor shall administer all examinations in accordance with the Americans with Disabilities Act (ADA) at no additional cost to the candidates, Department or the Board. Accommodations include, but are not limited to a separate testing area, extra time, provision of special equipment, etc. In addition, the contractor shall arrange the scheduling of additional examinations for candidates requesting an alternate date due to religious considerations when requested to do so by the Department or the Board.

The contractor shall immediately report all ADA accommodation requests to the Board and shall not deny or approve accommodations without Board approval.

C. Procedures for Candidate Application and Registration. The contractor shall provide the following administrative services associated with the registration of examination candidates:

1. **Toll-Free Number and Web Site.** The contractor shall provide and maintain a toll-free number and web site to request information regarding the examination with personnel available at all times during normal Eastern Standard Time business hours each work day to provide such information to Virginia candidates (at least 8 a.m. to 6 p.m.). The contractor shall be responsible for providing correct information to applicants as necessary by phone, or in writing (including e-mail) within five (5) work days after receiving requests and provide system for reasonably scheduling testing time at applicant's location of choice within 14 days of the request date. It is the contractor's responsibility to survey the Boards website as well as the Virginia Department of Health's website for new laws and regulations for inclusion onto the contractor's website. This information can be found at:

<http://www.dhp.virginia.gov/funeral/>

<http://www.vdh.virginia.gov/>

2. **Application Information and Materials.** The contractor shall post examination registration materials, examination fee and test location information on the contractor's web site. Candidates may be referred to the contractor's web site and the Board's web site for current statutes, regulations and applications.

A candidate bulletin must be prepared by the contractor at least annually, approved by the Board, and distributed free of charge to examination candidates and the Department or posted on the contractor's web site. This pamphlet must summarize the sequence of events that a candidate must follow in order to register for and complete the examination, including a summary of fees, examination dates, times, and sites, an overview of examination content, sample items, and other information as shall be required by the Board. The

candidate bulletin must be updated within 10 business days of notification of any changes. Candidates may be referred to the contractor's web site for the current candidate bulletin.

3. **Application Processing for FDE.** The contractor will collect all registration and examination fees. The contractor shall evaluate and process all registrations applications in accordance with Board regulations and procedures. The contractor shall notify the applicant and Board, in writing, of any applicant who appears ineligible to take the examination. The contractor shall not seat any applicant for the examination until the Board notifies the contractor that the individual has been approved to take the examination.
4. The Board will evaluate all licensure applications for eligibility and provide candidate approval notifications with instructions to candidates to contact the contractor to schedule the exam.

The Board will provide the contractor with a list of eligible candidates. The contractor shall not seat any candidate for examination until the Board notifies the contractor that the individual has been approved to take the examination.

The contractor shall, within ten (10) business days of candidate request, prepare and send confirmation and/or admission tickets, notification of examination site, date and time, directions, candidate identification requirements and any other applicable information directly to all candidates.

5. **Walk-In Registration.** The Department solicits proposals and suggestions for providing an opportunity to candidates for late registration which shall protect the security of the examinations and provide the contractor with the ability to gauge more accurately the personnel, materials, and publications needed for each test center. Such proposals are required to provide for test day "walk-in" registration.

D. Examination Administration.

1. **Examination Administration Procedures.** The contractor shall develop and administer each examination in accordance with procedures which are approved by the Board. The contractor shall provide test center supervisors and examiners with written guidelines for test administration which address, but are not limited to, the following areas: testing facilities, handling of test materials, no-shows, late arrivals, walk-ins, record keeping, check-in/out, security, candidate-proctor ratios, seating arrangements, instruction to candidates, handling of complaints and other unusual situations, emergency procedures for test rescheduling and notice to candidates of examination cancellation. Proctors must be instructed to admit only eligible applicants who present proper government-issued photo identification. The contractor shall ensure that appropriate instructions and orientation are provided for all candidates, and that appropriate materials, equipment and other supplies are available. The contractor shall notify the Department within three hours of the following conditions: cancellation, rescheduling, movement of site, change in test start time, security violations.

2. **Security.** The contractor shall at all times protect the security of the examinations. No examination shall be released to any party without the prior written approval of the Board.

The contractor shall be responsible for maintaining security prior to, during and after the examinations, including but not limited to: adequate identification procedures, handling and disposition of examination materials and seating arrangements.

3. **Security Breaches.** The contractor shall investigate and within 24 hours report to the Board by telephone and e-mail any security violation or attempted violation, or any unusual occurrences in the administration of the examination. The contractor shall confiscate and secure any evidence in conjunction with any such violations or occurrences. The contractor shall provide the Board with such evidence, a written report, including proctor statements, the application, score reports, any written statement from the candidate, and a photograph of the candidate and the candidate's identification within five (5) working days by secure courier.

The report shall include any corrective action to prevent further breaches. The contractor shall maintain and provide a chain of custody of the evidence. The contractor shall assist the Board, including testifying, in any proceedings, which may be undertaken against a candidate for any irregularity, unusual occurrence or other security violation.

- E. **Grading Examinations.** The contractor shall grade all answer sheets for the examinations. Grading of examinations shall include a breakdown of each candidate's score by major area tested. The contractor shall provide for re-grading or hand-scoring of examinations at no cost to the applicant upon the request of the Board.

- F. **Reporting to Candidates.** Notify all candidates of their scores and advise each candidate of his/her pass or fail status within three (3) business days. Score reports for failing candidates shall include a diagnostic report by content area and procedures for retaking the examination.

- G. **Reporting to the Department.**

1. **Score Report Data Submission.**

- a. Examination results for the exams are to be submitted to the Board via Department of Health Professions (DHP) e-mail address, in a secure encrypted manner approved by the Department, or via fax, or secure website access no later than three (3) business days following an examination. The contractor shall provide the following information: candidate's name, testing date, ID number as approved by the Board and examination score.
- b. An alternative submission process or acceptable storage media must be available for the next day delivery if the e-mail system is unavailable. Department personnel are to be notified if the alternative process is needed.
- c. A backup of all data sent to and released from the examination vendor must be kept by the examination vendor in a secure manner for the duration of the contract.

- d. Examination results must be reported for an ASCII fixed length file and must conform to file specifications. The file specifications will be supplied to the examination vendor by the Department.
 - e. A test file is to be sent to the Board via Department of Health Professions e-mail address at least three weeks prior to the first examinations taken. The Department will review the file and return written confirmation of its accuracy.
2. **Monthly Reporting.** Not later than five (5) business days following the end of the month. The contractor shall provide to the Board, the transfer of data electronically in a format specified by the Board, and if requested, a hard copy, the following reports :
- a. A summary report indicating the number of candidates tested, total passing and failing and percentages, the number tested, passing and failing, and percentages for first time candidates and candidates retaking for each examination administered.
 - b. A summary report indicating by examination site the number of candidates tested, passing and failing for each exam administered.
 - c. Upon request, special “tailored” reports using data maintained by the contractor as requested by the Board.
 - d. Upon request, item analysis, to include P values, selection of items by candidates, R biserial or other appropriate statistical analysis and recommendations for adjustment, if necessary. If an item has a low P value, or other indicator of poor performance, the vendor is responsible for contacting the Examination Director to re- validate the exam. Additionally, the item analysis should use standard techniques consistent with Joint Standards for Psychological Testing.
 - e. The contractor shall provide monthly reports to demonstrate contract compliance, in a form approved by the Board, to the Board throughout the duration of the contract. The report should include, but is not limited to, summary information on ADA candidates, irregularities, updates to exams, and exam workshops.
 - f. A summary of the method used in scoring. This can be provided at the beginning of the contract and updated if changes are made.
3. **Reporting upon termination of contract.** The contractor shall provide the Department with all information on pending candidates in their data base at the time of termination of the contract, to include information on candidates with incomplete registrations. This information will be electronically transferred to the Department upon request. The contractor shall also turn over all examination materials as specified in X, Item I. Ownership of Examinations.

4. **Examination Survey.** The contractor shall provide an electronic survey or process for candidates to give feedback on the exam process and exam items at the conclusion of the exam administration. Candidate feedback and survey results shall be submitted to the Board no later than five (5) business days following the end of the month.

- H. **Response to Board and Candidate Inquiries.** Unless otherwise specified above, the contractor shall respond to Board inquiries regarding the examination materials, examination process, candidate complaints, or site accommodations within a reasonable period of time, not to exceed three (3) business days. The contractor shall respond to candidate complaints regarding the registration process, examination process, or site accommodations within a reasonable period of time, not to exceed three (3) business days.

IX. GENERAL TERMS AND CONDITIONS

- A. **Vendors Manual.** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **Applicable Laws and Courts.** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **Anti-Discrimination.** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. Ethics in Public Contracting.** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986.** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the feral Immigration Reform and Control Act of 1986.
- F. Debarment Status.** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. Antitrust.** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. Mandatory Use of State Form and Terms and Conditions for RFP's.** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth

reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. Clarification of Terms. If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. Payment.

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. Precedence of Terms. The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Qualifications of Offerors. The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested.

The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. Testing and Inspection.** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. Assignment of Contract.** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. Changes to the Contract.** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall

be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. Default. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. Insurance. By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

R. Announcement of Award. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days

S. Drug-Free Workplace. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places,

available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. Nondiscrimination of Contractors. A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. Eva Business-To-Government Vendor Registration. The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. Availability of Funds.** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. Set-Asides in Accordance with the Small Business Enhancement Award Priority.** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- Y. Bid Price Currency.** Prices are to be stated in US dollars unless otherwise specified in the solicitation.
- Z. Authorization to Conduct Business in the Commonwealth:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. SPECIAL TERMS AND CONDITIONS

- A. Informational Conferences.** The contractor shall provide personnel to participate in conferences, at locations designated by the board, to provide information about the competency testing to employers, educators, and potential candidates.
- B. Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, termination of the contract, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. Confidentiality of Personally Identifiable Information.** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to

safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

D. Award. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

E. Cancellation of Contract. The Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. Contract Transition. The contractor shall, upon notification by the Department that the requirements of this contract need to be transitioned assist the Department in transitioning these services to another vendor, or to the Department. Within thirty (30) days of the completion of the contract or upon notification by the Department, the contractor shall: (1) Make available electronically all computerized candidate information pending or final. (2) All paper files you currently maintain on both pending and final candidates. (3) Copies of all current forms used by Commonwealth of Virginia candidates. (4) Send a notice to pending candidates informing them of the change in service provider. The contractor shall turn over all examination materials as specified in Section X, I. Ownership of Examinations and the item bank as specified in VIII, A.7., Item Banks.

E. Disputes.

Claims. Written notice of the contractor's intention to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Contractual claims whether for money or other relief shall be submitted in writing no later than sixty days after final payment.

Nothing herein shall preclude a contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia*, § 2.2-4363).

A contractor may not institute legal action prior to receipt of the purchasing office's decision on the claim unless that office fails to render such decision within thirty (30) days. The decision of the purchasing office shall be final and conclusive unless the contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, § 2.2-4364.

Alternative Dispute Resolution (ADR) is designed to increase the opportunity for resolution of contract disputes. If an agency's final decision denying a contractual claim is challenged, the contractor requesting ADR shall give written notice to the agency purchasing office identifying portions of the agency's decision that are in dispute and requesting that ADR be used. The agency and the contractor shall each appoint a representative to participate in ADR on its behalf. Each party's representative shall be senior manager who is not an attorney and who was not previously involved in the dispute. Each party shall furnish to the other party all non-privileged documents and information with respect to the dispute that either party believes to be appropriate and germane. The representatives may then negotiate in an effort to resolve the dispute without the need for legal counsel. The use of a facilitator to accelerate the resolution process is encouraged.

No obligation to negotiate or continue negotiating shall be inferred from this paragraph or from the parties' agreement to use ADR, and each party shall remain free to discontinue ADR at any time. No agreement shall be deemed to arise from any communication during the ADR process, unless the agreement is reduced to writing and signed by duly-authorized representatives of both parties. Any settlement of compromise of claim must be approved by the Commonwealth's Office of the Attorney General.

Any compensation or expenses paid to the facilitator shall be shared equally by the two parties. In no event shall either party be entitled to reimbursement from the other party for any other cost incurred or effort expended as a result of the ADR process.

F. Failure to Perform. The contractor shall be responsible for performing in accordance with the specifications, requirements, terms and conditions of the contract. The contractor shall be liable for any damages or claims and legal costs resulting from the contractor's failure to perform such services and shall indemnify and hold the Board, the Department and the Commonwealth of Virginia harmless from liability resulting from the contractor's failure to perform.

G. Identification of Proposal Envelope. If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

| | | |
|-----------------------|------------|------|
| Name of Offeror | Due Date | Time |
| Street or Box Number | RFP Number | |
| City, State, Zip Code | RFP Title | |

Name of Contract Officer: **Cindy Stokes.**

The envelope should be addressed as directed on the title page of the solicitation.

If a proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

H. Small, Women, and Minority-Owned Businesses Subcontracting and Evidence of Compliance. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

I. Ownership of Examinations. Ownership of all examinations and other material and documentation originated and prepared for the Department pursuant to this RFP and any resulting contract shall belong exclusively to the Department.

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

J. Prime Contractor Responsibilities. The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

K. Renewal of Contract. This contract may be renewed by the Commonwealth upon written agreement of both parties for two successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 3-6 months) prior to the expiration.

L. Subcontracts. No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

XI. PRICING SCHEDULE AND METHOD OF PAYMENT

Summarize in a cost proposal the proposed cost to the Department of all the services you intend to offer. Costs must be identified on a per applicant basis and must be broken down as follows: job analysis; examination development; cut-score study; application processing; examination administration; and grading/reporting. All partial, optional or additional services must be clearly and separately identified, including the related cost of each.

The contractor shall receive all compensation from fees collected from applicants.

XII. METHOD OF MEASURING PERFORMANCE

The Department and the Board reserve the right, at their discretion, to review and evaluate all procedures, methodology and services provided as specified in this RFP, the contractor's proposal and the resulting contract. Results of such review and evaluation shall be provided to the contractor who shall be responsible for responding appropriately and in a timely manner to ensure the adequacy and validity of all specified services.

The performance of the contractor will be measured during the period of the contract by evaluation of the following:

- A. Compliance with the specifications of the RFP, the proposal and the resulting contract.
- B. The demonstrated ability of the contractor to expeditiously resolve questions, misunderstandings, complaints or requests for additional information from candidates, the Department or the Board.
- C. The demonstrated ability of the contractor to maintain harmonious relationships with the candidates, the Department and the Board.

XIII. ATTACHMENTS

- A. Contractor Data Sheet
- B. Current Candidate Information Bulletin
- C. State Corporation Commission Form
- D. Small Business Subcontracting Plan
- E. Proposal Submission Checklist